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ABSTRACT

The collective bargaining agreement between Regis College and the Regis College Chapter (50 members) of the American Association of University Professors (AAUP) covering the period August 1985-August 1987 is presented. Items covered in the agreement include: definitions and AAUP recognition; faculty-administration relationships; stipends for special lecturers for the regular academic year; summer school compensation; class cancellation policy; full-time faculty and librarian retirement benefits; health and life insurance; long-term and short-term disability; employee tuition grant; doctoral degree assistance; review and grievance procedures; dismissal; termination for prolonged mental or physical illness; arbitration; and provisions for contract revision and length of contract. Included are the 1985-1986 and 1986-1987 salary schedules for instructor (master's level), assistant professor (master's level), assistant professor (doctoral level), associate professor, and professor. (SW)

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COLLECTIVE BARGAINING AGREEMENT

1985 - 1987

between

REGIS COLLEGE

and

THE REGIS COLLEGE CHAPTER

of the

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

HE018 454

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ARTICLE I

Agreement and Recognition

I. This Agreement is entered into this 28th Day of January, 1985 between Regis College and the Regis College Chapter of the American Association of University Professors, hereinafter referred to as the College and the Chapter, respectively.

II. The College acknowledges the certification of the Chapter as the exclusive representative of all faculty and professional librarians at Regis College, except administrative officers with academic rank. All other Regis College personnel, including student employees, are not members of the bargaining unit.

III. Each year the Chapter will review the application of the salary provisions of this agreement to the list of faculty salaries to assure compliance.

IV. The College and the Chapter agree that teaching personnel who are hired under extramural contract arrangements for the following specifically designated programs:

U.S. Army Medical Equipment and Optical School,
Fitzsimons Army Hospital - Denver
Masters Program in Business Administration
Denver and Colorado Springs
Masters of Arts in Adult Christian Community
Development - Denver
Special High School Student Advanced Credit
Programs - Denver and Colorado Springs
RECEP Programs - Denver, Colorado Springs, Sterling

may be given rank at Regis College but need not be members of the bargaining unit.

The College Chapter Relations Committee will discuss the extent of such programs and the status of such personnel with respect to bargaining unit membership and salary schedule in October of each year or when requested by either party.

Further, the Chapter and the College agree that should the College wish to add to or subtract from the above list, the College shall notify in writing and consult, if requested, the Chapter.

Faculty members who are bargaining unit members and teach part-time in such programs retain their bargaining unit membership. Salary arrangements for such teaching will be in writing between the faculty member and the College. The College will notify the Chapter each semester as to which bargaining unit faculty members are teaching in these

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programs. The salary arrangements for such teaching shall not be lower but can be higher than the rate established by each program.

Such salary arrangements for such teaching may be reviewed each semester by the Chapter. Any faculty who wish to teach in these programs will be given full and due consideration.

V. All employment letters of appointment issued to members of the faculty who are members of the bargaining unit shall contain the following clause:

> This letter of appointment is offered and accepted subject to the applicable provisions of the Collective Bargaining Agreement 1984-1987 between Regis College and the Regis College Chapter of the American Association of University Professors.

VI. Neither membership in nor payment of dues to the Chapter shall be required as a condition of employment.

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ARTICLE II

Faculty-Administration Relationships

I. A College-Chapter Relations Committee will meet at least three times each semester during the academic year. The Committee will consist of three representatives of the Regis College Chapter of the American Association of University Professors, one of which will be the Chapter President or his/her designee; and three representatives of the College administration, one of which will be the President of the College or his designee. The College-Chapter Relations Committee will attempt to clarify the concerns of either party which are covered by this Agreement or matters which need to be bargained in the future, and will also work to improve general faculty/administration relationships. The Committee will have the option, if both parties agree, to submit any specific concerns to formal negotiations during the term of this Agreement. If not so referred, preliminary elaborations of future Agreement provisions can be developed by both parties.

II. Both the College and the Chapter agree that the current Faculty Handbook establishes the rules and regulations of the Regis College academic community.

III. Deviation from the above established rules and regulations must be mutually agreed to by the faculty and the College as provided for in the Preamble to the current Faculty Handbook. Additions, deletions, or amendments to any part of the Faculty Handbook, made at any time, may be initiated by the College, the Chapter, or any committee of the College. Such changes will be reviewed by the chief negotiators for the College and the Chapter, and it will be the responsibility of the chief negotiators to obtain written approval from the appropriate body(ies) of the College when indicated and to assure publication and dissemination of the agreed upon additions, deletions, or amendments to the College community through appropriate channels.

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ARTICLE III

Salary Schedule and Fringe Benefits

I. **General Provisions**

1. No full-time faculty member or librarian will receive a lower increment in the year of promotion than would have been received without promotion.

2. Full-time faculty members and librarians (beyond the age of retirement) who have achieved full retired status on the first day of class of the academic year, who continue to teach at Regis College, receive a $500 increase on the previous year's salary for the 1985-86 year and a $535 increase for the 1986-87 year.

3. Librarians who serve on a twelve-month appointment, undergo the same salary determination as faculty members, and receive one-eleventh additional salary. Librarians receive annual vacation as specified under the Regis College Non-Academic Personnel Policy Manual. Librarians who serve on a nine month contract undergo the same salary determination as faculty members. They receive only those paid holidays which occur during their contract period. The holidays are listed in the Regis College Non-Academic Personnel Policy Manual.

   With regard to the status of Regis College Professional Librarians, the College and Chapter agree to place the matter in the hands of the Handbook Committee. While the Handbook Committee is considering the various proposals made by the librarians, the existing contractual provisions will remain in effect.

4. If the doctorate is earned and notice is officially received from the granting institution prior to the first day of class in a semester, the individual's salary will be recomputed for that semester. The recomputation will take this form: the individual will move to the appropriate range within the doctorate schedule.

5. Years in present rank at other institutions to be credited to new faculty members will be determined mutually upon employment by the prospective faculty member and the College, provided the years credited do not exceed actual years in that rank.

6. Ranked faculty members and librarians who are not on a full-time basis will have their teaching salaries computed according to the method set forth in this Agreement, and then adjusted to their portion of full-time status.

7. All members of the bargaining unit shall be paid biweekly on a twelve month basis.

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II. Salary Provisions

1. 1985-86 increase in salaries for full-time faculty members and librarians holding the rank of full professor will be no lower than 7.5%. For 1986-87 the increase will be no lower than 7%. However, all notes on the Faculty Salary Schedules will apply.

2. 1985-86 increase in salaries for full-time faculty members and librarians holding the rank of associate professor will be no lower than 6.8%. For 1986-87 the increase will be no lower than 6%. However all notes on the Faculty Salary Schedules will apply.

3. 1985-86 increase in salaries for full-time faculty members and librarians holding the rank of assistant professor will be no lower than 7%. For 1986-87 the increase will be no lower than 6.75%. However, all notes on the Faculty Salary Schedules will apply.

4. 1985-86 and 1986-87 increase in salaries for full-time faculty members and librarians holding the rank of instructor will be no lower than 6% for each year. However, all notes on the Faculty Salary Schedules will apply.

5. In 1985-86 and 1986-87 it is agreed by the College and the Chapter that professors with ten or more years service at Regis College in that rank will receive as a minimum salary the mean salary on the professor level for II-B Private independant schools as reported by the Academe Annual Report on the Economic Status of the Profession which appears in the summer edition prior to the fall semester.

III. Stipends for Special Lecturers-Regular Academic Year

1. 1985-1986: No more than $1,275 for a three semester hour course ($425.00 per hour)

   1986-1987: No more than $1,350 for a three semester hour course ($450.00 per hour)

2. Letters of appointment to special lecturers shall state that payment of the stipend is contingent upon sufficient enrollment for the course to be offered, as defined in the current Faculty Handbook.

3. A special lecturer cannot teach more than two courses per semester under the above conditions. At the point that such a parson's work load reaches the equivalent of three three semester hour courses (nine hours) per semester, his/her compensation will convert to a pro rated regular salary based on the appropriate rank. This policy in no way restricts the College from offering someone a pro rated regular salary for any amount of part-time teaching.

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4. A special lecturer will be available to students outside the class periods for at least one hour per week for each three hour course taught.

IV. Summer School

The following provisions will be in place for the 1985 Summer School unless otherwise amended by the Chapter and the College.

Compensation

1. The basic stipend for a three credit hour classs in Summer School will be based upon a sliding scale depending upon the number of students enrolled in the class.

   a. The scale for 1985 is:

1st through 8th student:	$155 ea.
9th through 16th student:	$180 ea.
17th through 24th student:	$105 ea.
Each student over 24:	$ 80 ea.

   b. The scale for 1986 is:

1st through 8th student:	$160 ea.
9th through 16th student:	$185 ea.
17th through 24th student:	$110 ea.
Each student over 24:	$ 85 ea.

   c. The scale for 1987 is:

1st through 8th student:	$165 ea.
9th through 16th student:	$190 ea.
17th through 24th student:	$115 ea.
Each student over 24:	$ 90 ea.

   d. The enrollment count will be based on the figures in the Summer School records at 5:00 p.m., on the last day of the drop/add period for each class.

2. Variances from the three (3) credit hour base will be determined on an even split of the single faculty compensation.

3. Faculty compensation for a team taught class will be based on an even split of the single faculty compensation.

Expenses

1. The Summer School Office will stand the cost of previously approved expenses for all classes.

2. Expenses could include such items as: advance promotion of an individual faculty member, guest speakers, film rental, etc.

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3. Approved class expenses can be paid in one of two ways:

   a. The Summer School Office will pay directly (as with guest speakers, film rentals ordered via Regis Library, etc.)

   b. The instructor pays and is reimbursed by the Summer School Office (as with promotional materials, off-campus duplicating, etc.)

4. To initiate payment, the faculty member should:

   a. Have the expense approved PRIOR TO PURCHASE by the Summer School Director or his/her designee.

   b. Submit estimated expenses in writing by the Monday BEFORE the class is to start.

   c. Submit to the Summer School Office all receipts for reimbursement or all check requests for direct Summer School payment by NO LATER than the deadline date for grades for his/her class.

5. Modest duplication of class materials (up to $20) on campus will be paid for by the Summer School Office. Faculty members should fill out the appropriate log books in the Bookstore or the Summer School Office. Duplication expenses above this amount must be approved by the Summer School Director.

6. Exceptional expenses (such as expensive film rental or extensive duplication of materials) can be paid for via a lab or materials fee. Such fees must be approved by the Summer School Director, stated in the course description, and printed in the Summer School Bulletin. It is also possible for the Summer School Director and a given faculty member to agree to share the cost of such an exceptional expense.

Cancellation

The following policy shall apply to cancellation of classes:

1. If there are three or less students enrolled in a class, the class will not be taught. If the class has been offered at the request of the Summer School Director, the teacher will receive a two-hundred ($200) stipend. If the class was offered at the request of the teacher, the stipend will not be paid.

2. Any class with 4-8 students may be cancelled at the option of the teacher. If so cancelled, the teacher shall not receive the $200 stipend.

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3. Any cancelled class may be taught as special study at the instructor's option.

Special and Independent Study

Compensation will be based upon $55 per credit hour. All Special and Independent Studies must be approved by the faculty member, the Department Chairperson, and the Dean or his/her designee.

Internships

Compensation for internships will be based upon $55 per credit hour. Faculty will be expected to follow the guidelines for faculty supervision as specified by the Educational Standards Committee.

V. Fringe Benefits for Full-Time Faculty Members and Librarians

Retirement Benefits 1984-1987:

TIAA/CREF: Faculty members become eligible to participate in the TIAA/CREF matching retirement program upon completion of one year of Regis service. A new faculty member transferring an existing TIAA/CREF Retirement Contract from another institution is immediately eligible for participation at a comparable rate with respect to the previous employer not to exceed Regis benefits. Regis faculty are required to participate in TIAA/CREF after completing three years of Regis service.

The College will match contributions to the TIAA-CREF retirement plan according to the following schedule:

... 2% of the individual's salary during the second year of employment;

... 3% during the third and fourth years of employment;

... 5% or 6% or 7.5% thereafter, at the choice of the faculty member.

... If a faculty member is participating in the TIAA-CREF retirement program, the College will pay into his/her TIAA-CREF retirement plan an amount equal to the College's share of FICA on that portion of the contracted academic year salary above the FICA limits.

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Such salary is based on the academic year contract salary only and not on overload or summer school compensation or compensation received under extramural contract arrangements with the Office of Career Programs.

Health Insurance

Each full-time faculty member and librarian may choose one of the following health insurance plans and the College will pay the premiums in total. Family coverage, as specified below, will also be offered, with the faculty member or librarian paying the additional premium costs.

... United of Omaha and a United of Omaha Dental Plan

Family coverage, at different rates, may be obtained for either one dependent, or two or more dependents.

There is a one-year waiting period before becoming eligible for Dental Insurance. Family coverage must be elected at that time, if desired.

... Kaiser-Permanente (HMO)

Family coverage may be obtained. The United of Omaha Dental Plan listed above also may be obtained by the faculty member or librarian for himself/herself and his/her dependent(s), with the faculty member paying the premiums for this coverage.

Group Life Insurance

The College will pay for a Life insurance and Accidental Death and Dismemberment Policy with a face amount equal to two times salary for all full-time faculty members and librarians.

Long Term Disability

The College will pay premiums for group long-term disability insurance covering all full-time faculty members and librarians who have served at Regis College for more than one year. The disability provision provides for a payment of 60% of regular monthly earnings to a maximum of $2,500 per month, so long as the disablement (and inability to work) shall prevail, to age 70.

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When on long-term disability, the faculty member's basic retirement contribution is paid in full by the long-term disability insurance company if the faculty member is participating in the TIAA/CREF retirement plan.

Short Term Disability

The College will provide short-term disability benefits for full-time faculty members and librarians as follows:

... during the first year of employment - ten days with full pay;

... during the second and third year of employment, during any one academic year, five weeks with full pay, then seventy percent (70%) of pay for twenty-one weeks;

... during the fourth through the ninth years of employment, during any one academic year, five weeks with full pay, then eighty percent (80%) of pay for twenty-one weeks;

... during the tenth and subsequent years of employment, during any one academic year, five weeks with full pay, then ninety percent (90%) of pay for twenty-one weeks.

If the faculty member or librarian is participating in the TIAA-CREF retirement plan, the College will pay the faculty member's or librarian's retirement contribution percent during the period of short-term disability when the faculty member or librarian is receiving less than full pay.

Employee Tuition Grant

Tuition free instruction from the College and from Regis Jesuit High School will be available to all full-time faculty members and librarians. Spouses and dependent sons and daughters under twenty-three years of age, who receive more than 50% of their support from their parents, also may receive tuition free instruction in Campus Programs or Regis Jesuit High School courses. There is no restriction on the times this benefit may be used.

(This grant does not apply to courses offered through the Office of Career Programs. However, summer school workshops and courses are covered by this grant.)

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Doctoral Degree Assistance

1. The College will pay $30 per credit hour towards tuition in an accredited graduate school for tenured faculty members and librarians with seven or more years service who are in doctoral candidate status in the discipline for which they are ranked as faculty at Regis. This tuition allowance is unlimited in summer sessions or summer quarters and for dissertation hours, but is limited to six hours credit in each quarter or semester during an academic year for formal courses requiring absences from the Regis campus.

2. Should a tenured faculty member who is a doctoral candidate need a year for doctoral residency in his discipline, Regis will pay one half the academic year salary of the professor for such a doctoral residency in consecutive academic semesters during the regular academic year. If the candidate completes his doctoral residency year, such support shall be considered a paid leave. Should the faculty member not complete the entire year, the support shall be considered a simple interest loan payable to the College at twelve percent (12%) per year starting September 1, in the academic year following an individual's return to full-time employment. Such payments, if needed, may be made by payroll deduction.

3. Should a tenured faculty member who is a doctoral candidate need a dissertation semester or year, Regis will pay the individual full salary for one semester during the regular academic year.

   Should the doctoral candidate complete his doctoral degree in his discipline at Regis by the end of the dissertation semester or before the following September 1, the College will consider such support as paid leave. Should the faculty member fail to obtain his doctorate in his discipline at Regis by September 1 of the academic year following the end of the dissertation semester or year, the support shall be considered a simple interest loan payable to the College at twelve percent (12%) per year starting September 1, of the academic year following the end of the dissertation semester or year. Such payments, if needed, may be made by payroll deduction.

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In the case of 2 and 3 above, such a loan must be repaid within three years or at the time of any termination of employment, should that occur first. Persons who accept a paid leave under conditions 2 and 3 must agree in writing to remain at the College for two yearsafter their return to full-time teaching or to repay the support expended at the time of their resignation. In no case, may persons on such paid leaves or under the loan provisions of this Agreement count time on leave for promotion or salary advancement.

The above provisions are subject to the fringe benefits administrative regulations and technical operating procedures of the carriers and the Regis Personnel Office. Each year, this office will provide all full-time faculty members and librarians with a copy of the fringe benefit plans in effect. If any technical or administrative questions or problems arise, the Chapter will review the existent regulations and procedures with the Personnel Office.

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1985-86 and 1986-87 FACULTY SALARY SCHEDULE

INSTRUCTOR (MA)

Step	Min $	Max $
1	13,500	14,500
2	13,900	14,900
3	14,300	15,300
4	14,700	15,700
5	15,100	16,100
6	15,500	16,500
7	15,900	16,900

ASSISTANT PROFESSOR (MA)

Step	Min $	Max $
1	15,400	17,100
2	15,850	17,650
3	16,300	18,200
4	16,750	18,750
5	17,200	19,300
6	17,650	19,850
7	18,100	20,400
8	18,500	20,850
9	18,900	21,300
10	19,300	21,750
11	19,700	22,200
12	20,100	22,650
13	20,500	23,100
14	20,900	23,550
15	21,300	24,000
16	21,700	24,450
17	22,100	24,900
18	22,500	25,350
19	22,900	25,800

ASSISTANT PROFESSOR (Ph.D.)

Step	Min $	Max $
1	18,600	20,100
2	19,100	20,700
3	19,600	21,300
4	20,100	21,900
5	20,600	22,500
6	21,100	23,100
7	21,600	23,700
8	22,000	24,100
9	22,400	24,500
10	22,800	24,900
11	23,200	25,300
12	23,600	25,700
13	24,000	26,100
14	24,400	26,500
15	24,800	26,900
16	25,200	27,300
17	25,600	27,700
18	26,000	28,100
19	26,400	

ASSOCIATE PROFESSOR			PROFESSOR		
Step	Min $	Max $	Step	Min $	Max $
1	21,200	24,200	1	25,400	30,200
2	21,700	24,800	2	26,000	30,800
3	22,200	25,400	3	26,600	31,400
4	22,700	26,000	4	27,200	32,000
5	23,200	26,600	5	27,800	32,600
6	23,700	27,200	6	28,400	33,200
7	24,200	27,800	7	29,000	33,800
8	24,700	28,400	8	29,600	34,550
9	25,200	29,000	9	30,200	35,300
10	25,700	29,600	10	30,800	36,050
11	26,200	30,200	11	31,400	36,800
12	26,700	30,800	12	32,000	37,550
13	27,200	31,400	13	32,600	38,300
14	27,700	32,000	14	33,200	39,050
15	28,200	32,600	15	33,800	39,800
16	28,700	33,200	16	34,400	40,550
17	29,200	33,800	17	35,000	41,300
18	29,700	34,400	18	35,600	42,050
			19	36,200	42,800
			20	36,800	43,550
			21	37,400	44,300
			22	38,000	45,050
			23	38,600	45,800
			24	39,200	46,550

The salary ranges on this schedule are minimum and maximum salaries. Any deviations therefrom must be agreed to in writing by the chief negotiators of the Chapter and the College.

Range limits for persons holding the Master's degree and CPA, MFA, BS in Medical Records Administration or MSLS and with ten or more years of service at Regis College and who hold the rank of Assistant Professor, Associate Professor or Professor are midway between the MA and Ph.D levels.

For persons holding the rank of Associate Professor or Professor, range is $1,000 less if Master's is highest degree.

ARTICLE IV

Review and Grievance Procedures

Intent

The College and the Chapter recognize and endorse the importance of academic due process and of adjusting grievances properly without fear of prejudice or reprisal. Accordingly, the College and the Chapter agree that they will use their best efforts to encourage the informal and prompt settlement of grievances, as defined below, and the orderly processes hereinafter set forth are designed to protect academic due process, academic freedom, and tenure. It is the intent of the College and the Chapter that these processes be the sole method for the resolution of all grievances. No resort to law shall be permitted to any person except to enforce the decision of an arbitrator. This limitation, however, shall not be construed to violate public policy.

When a complaint substantially similar to a grievance under this procedure, has been filed with an outside agency, the Review Committee shall not hear the matter, unless there is evidence that such a hearing would facilitate resolution of the complaint. However, any such complaint which has been filed and resolved by an outside agency cannot then be presented as a grievance.

Definition

A grievance is defined as an allegation by a faculty member, a group of faculty members, the Chapter, or the College that there has been (i) a claimed breach, misinterpretation, or misapplication of the terms of this Agreement; (ii) a claimed violation of College policy or procedure as set forth in the Faculty Handbook; or (iii) a claimed infringement of the rights of a faculty member, as set forth in the Faculty Handbook, which relate to compensation, appointment or reappointment, tenure, promotion, dismissal, suspension, reassignment, or termination.

Review Committee

A Review Committee of five members, none of which can be a member of the Committee on Rank and Tenure, is herewith established in the following manner: Two faculty members will be chosen by the Chapter, two members will be chosen by the President of the College, and the fifth member will be chosen by the first four. The committee members will elect a chairperson. All committee members will normally serve for the duration of this contract and vacancies will be filled by the individual or group who made the original appointment.

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Duties of the Review Committee, the College, and the Chapter

I. Dismissal

Prior to the dismissal of any faculty member, the President of the College or his designee will give the faculty member involved a written statement on his intent to take this action with reasons, framed with reasonable particularity. Because of the nature of dismissal, no fixed time can be specified for notice; however, such action is usually not taken without prior discussions with and written warnings to the faculty member.

Also prior to the dismissal of any faculty member, the data supporting the adequate cause for such action will be presented in writing to the Review Committee by the President of the College or his designee. The Review Committee will then obtain a written or oral statement from the faculty member (depending on which form of presentation is preferred by the faculty member) with regard to the charges, and any other data which the Review Committee deems pertinent. The Review Committee as a whole, will consider the evidence and render an opinion as to whether there is adequate cause for dismissal. This opinion will be given in writing to the faculty member and the President of the College, without the opinion being binding upon the President.

Upon the College giving written notification to the faculty member of dismissal, or of reassignment or suspension, the faculty member will file a written grievance with the Review Committee. If a difference of opinion persists between the faculty member and the College, following the Review Committee's attempt to settle the grievance by informal methods, the faculty member has the right to have a formal grievance hearing. The faculty member may, however, waive a formal grievance hearing.

Pending the opinion or recommendation of the Review Committee or the decision of an ad hoc committee or an arbitrator, the faculty member may be suspended or assigned to other duties in lieu of suspension, if immediate harm to himself/herself or others is threatened by his/her continuance. If reassignment is deemed necessary by the College while an ultimate determination of a faculty member's status is being made, the President of the College or his designee will present the reasons for such action to the Review Committee and the Review Committee must agree to the propriety of such action before it is undertaken. If suspension is deemed necessary by the College while an ultimate determination of a faculty member's status is being made, the President of the College or his designee will consult with the chairperson of the Review Committee prior to the action. Unless legal considerations forbid, any such suspension will be with pay.

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II. Termination for Prolonged Mental or Physical Illness

Prior to the termination of any faculty member for medical reasons, the President of the College or his designee will give the faculty member involved or his/her representative a written statement of his/her intent to take this action with reasons framed with reasonable particularity. In preparing such particular reasons, the College may require the faculty member to undergo a medical and/or mental examination by an appropriate professional of the requesting party's choice, at the requesting party's expense and with a copy of the results of this examination being furnished both to the faculty member and the College. If the faculty member wishes to refuse this request, he/she may apply to the Review Committee to foreclose the College in this request. If the Review Committee agrees with the faculty member, then the faculty member does not have to comply with this request for an examination. If the Review Committee agees with the College, then the faculty member will be required to comply and participate in this examination. If the faculty member refuses to participate in this examination, as requested by the College and confirmed by the Review Committee, then the College's reasons for termination for prolonged mental or physical illness shall be presumed to be true. Upon receipt of written notification of intent to terminate for prolonged mental or physical illness, the faculty member or his/her representative will have twenty-one (21) calendar days to respond before the proposed action is taken.

Also prior to the termination of a faculty member for medical reasons and if the faculty member so requests, the written evidence for the proposed action and the response of the faculty member will be considered by the Review Committee as a whole. The request for such a review will be presented to the Review Committee by the faculty member within twenty-one (21) calendar days of his/her receipt of the written notification of intent, and the Review Committee will render an opinion as to whether the intended termination is appropriate and necessary. This opinion will be given in writing to the faculty member and the President of the College, without the opinion being binding upon the President.

III. Grievances

The Review Committee as a whole will consider written grievances with supporting evidence from any Regis College faculty member, group of faculty members, the Chapter, or the College. The written grievance should set forth in detail the alleged wrong; insofar as possible, against whom it is directed; the relief and/or remedy sought by the grievant; and may contain any other data which the grievant deems pertinent. Written grievances must be received by a member of the Review Committee within twenty-one (21) calendar days after notice of the occurrence of the event(s) upon which the grievance is based or within twenty-one (21) calendar days

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after the grievant knew or through the exercise of reasonable diligence should have known of the occurrence of the event(s) upon which the grievance is based. Grievances which are based on an event(s) which occurs within fourteen (14) calendar days before a Christmas or summer vacation, or during such vacation periods, must be filed within twenty-one (21) days after the first day of class of the next semester. The time period for the receipt of written grievances may be extended by agreement between the Review Committee and the parties to the grievance if a written notice of intent to file a grievance is received by a member of the Review Committee within the twenty-one (21) calendar day period specified above. Such an extension usually does not exceed an additional twenty-one (21) calendar days.

Procedure for Handling Grievances

Step I

Upon receipt of a grievance, the Review Committee will send, within three (3) working days, a copy of the grievance to all named respondents. The Review Committee will attempt to settle the grievance by informal methods. In the course of doing this, the Review Committee will collect all pertinent documents and will conduct informal discussions with and/or between the concerned parties, at all times preserving the confidentiality of its proceedings. If the grievant is an individual faculty member or group of faculty members, the grievant may, at his/her option, present his/her grievance either with or without a representative of the Chapter.

If a faculty member alleges that a decision regarding non-reappointment, denial of promotion or tenure, or placement of the faculty member within the general salary schedule was based on inadequate consideration, the Review Committee will determine whether the decision was the result of adequate consideration in terms of the relevant standards set forth herein or in the Faculty Handbook. The Review Committee will not substitute its judgment on the merits for that of the deciding person or persons. If the Review Committee believes that adequate consideration was not given to the faculty member's qualifications, it may request reconsideration by the deciding person or persons, indicating the respects in which it believes the consideration may have been inadequate.

When a grievance is resolved by these informal methods, the resolution shall be put in writing by the Review Committee and given to the grievant, the President of the College, and the President of the Chapter. Such resolutions shall not constitute a binding precedent in the disposition of similar grievances. No offer of settlement of a grievance by either party nor a suggested resolution by the Review Committee shall be admissable as evidence in formal grievance proceedings or elsewhere.

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Step II (A)

If the grievant is the College, the Chapter, or a group of faculty members and the grievance cannot be resolved by informal methods, the Review Committee will present a recommended resolution of the grievance in writing to the President of the College and the President of the Chapter within fourteen (14) calendar days after receipt of the grievance. This resolution can either be accepted by both parties or rejected by either party. Rejection or acceptance by each party will be communicated in writing within seven (7) calendar days after receipt of the recommended resolution, to the Review Committee. The written rejection should include reasons and, if desired, suggested alternative solutions. The Review Committee shall advise each party to the grievance, within seven (7) calendar days after receipt of the acceptance or rejection by the other party, and, when alternative resolutions are suggested, of any change in their recommended resolution. Any change in the recommended resolution of the Review Committee may be preceded by informal methods of resolution as set forth above. Any new recommended resolution by the Review Committee can either be accepted by both parties or rejected by either party, as set forth above. Following advisement by the Review Committee of the acceptance or rejection by the other party, either the College or the Chapter can proceed to arbitration as set forth herein.

STEP II (B)

If the grievant is an individual faculty member and the grievance cannot be resolved by informal methods, the Review Committee will determine if a formal grievance hearing shall be conducted. Such a hearing will be conducted when the unresolved grievance has been adjudged to involve:

(1) Dismissal, for alleged adequate cause, of a tenured faculty member or an untenured faculty member within the terms of the individual contract; or

(2) Suspension or reassignment, for alleged adequate cause, of a tenured faculty member or an untenured faculty member within the term of the individual contract; or

(3) Termination, for alleged financial exigency, prolonged mental or physical illness, or change in the educational program, of a tenured faculty member or an untenured faculty member within the term of the individual contract; or

(4) Nonreappointment of an untenured faculty member; or

(5) Denial of promotion or tenure; or

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(6) Denial of placement within the general salary schedule commensurate with the qualifications of the faculty member.

With regard to (3) above, the validity of a change(s) in the educational program cannot be the grounds for a grievance if such change(s) was (were) approved by the Committee on Educational Policies nor can the existence of financial exigency be the grounds for a grievance if the financial exigency was agreed to by the bargaining agent. The grievant can allege, however, that (i) the decision to terminate was based on considerations in violation of the faculty member's academic freedom; or (ii) the decision to terminate was based on considerations in violation of the governing policies bearing upon nondiscrimination with respect to race, sex, religion, national origin, marital status, handicap, collective activity or lack thereof, or other factors which cannot lawfully form the basis for an employment decision; or (iii) the grievant's tenure rights were not taken into consideration; or (iv) appropriate college and committee procedures, as set forth herein or in the Faculty Handbook, were violated.

With regard to (4) through (6) above, it must be alleged that (i) College or committee policies or procedures, as set forth herein or in the Faculty Handbook, were violated; or (ii) the decision in the above matters was based on considerations in violation of the faculty member's academic freedom; or (iii) the decision in the above matters was based on considerations in violation of governing policies bearing upon nondiscrimination with respect to race, sex, religion, national origin, marital status, handicap, collective activity or lack thereof, or other factors which cannot lawfully form the basis for an employment decision.

When a formal grievance hearing is to be conducted, the Review Committee will notify the parties involved and will supervise the formation of an ad hoc grievance committee.

(1) Written notice will be given the President of the College, the President of the Chapter, and all of the parties to the grievance that a formal grievance hearing is to take place.

(2) The Review Committee will supervise the formation of the ad hoc grievance committee in the following way: The grievant will select a faculty member as the first member of the ad hoc committee; the President of the College or his designee will select a faculty member other than the grievant's department chairperson or division director as the second member of the ad hoc committee; the two ad hoc committee members thus chosen will choose a third faculty member other than the grievant's department chairperson or division director. All three ad hoc committee members must be ranked faculty members.

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(3) The Review Committee will set a date, time, and place for the grievance hearing that is agreeable to all parties concerned. The arrangements should be completed within twenty-one (21) calendar days after receipt of the grievance by the Review Committee.

(4) The grievance hearing will begin no more than twenty-one (21) calendar days after completion of the arrangements, thus allowing all parties adequate time to prepare evidence and obtain documentary and other information.

Step 3

The Formal Grievance Hearing

The hearing will be conducted in private and the parties will make no public statements about the case during the course of the hearing.

During the proceedings, the grievant will be permitted to have an academic advisor and counsel of his/her own choice. The advisor may, but need not, be a representative of the Chapter. Both the Chapter and the College shall have the right to have participating representatives present.

All parties to the grievance will have the right to obtain witnesses and present evidence. If either the College or the ad hoc grievance committee feels that an independent medical and/or psychological opinion would be helpful in its deliberations, it may require the faculty member to undergo a medical and/or psychological examination by an appropriate professional of the requesting party's choice and at the requesting party's expense. If the grievant fails to comply with such a requirement by the college or the ad hoc grievance committee, the ad hoc grievance committee will dismiss the grievance. The College will cooperate with the ad hoc committee in securing witnesses and making available documentary and other evidence requested by the grievant to the extent not limited by contract or law. All parties will have the right to cross-examine witnesses. Where a witness has made a statement and cannot or will not appear, but the ad hoc grievance committee determines that the interests of justice require admission of his/her statement, the committee will identify the witness, disclose his/her statement, and if possible, provide for interrogatories. The ad hoc committee will grant appropriate continuances to enable either party to investigate evidence, or for any other appropriate reason.

In cases involving nonreappointment, denial of promotion or tenure, or determination of salary, the burden of proof shall be on the grievant.

In any case of dismissal or suspension, the burden of proof that adequate cause exists for the action shall be on the College, which proof shall be by clear and convincing evidence.

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As indicated above, in cases involving termination, a determination by the Committee on Educational Policies that a program or department is to be discontinued, or a determination by the bargaining agent that a state of financial exigency exists, will be considered prima facie valid; however, in cases of prolonged mental or physical illness, the burden of proof shall be on the College, which proof shall be by clear and convincing medical evidence.

The ad hoc grievance committee will not be bound by strict rules of legal evidence. Every possible effort will be made to obtain the most reliable evidence. The decision will take the form of findings of fact, conclusions, and recommended disposition of the grievance. The findings of fact, conclusions, and the recommended disposition must be based solely on the hearings record, pertinent College procedures as set forth herein or in the Faculty Handbook, and the law of the land.

The hearing proceedings shall be recorded by the College and made available to the Committee, and a transcript shall be provided at the expense of the party(ies) requesting it.

The ad hoc grievance committee will present its decision in writing within seven (7) calendar days of the hearing to both parties, the President of the College, and the President of the Chapter. This decision, insofar as it consists of a recommended disposition of the grievance, may be either accepted by both parts or rejected by either party. Rejection or acceptance by each party will be communicated in writing to all persons involved, within five (5) calendar days after receipt of the decision. Following advisement of the acceptance or rejection by the other party, either the College or the Chapter can proceed to arbitration as set forth herein.

Arbitration

Where a grievance is not considered by the grievant and the Chapter or by the College to be satisfactorily resolved, there may be resort to arbitration. The grievant alone, however, does not have the right to invoke arbitration.

If either the College or the Chapter wishes to resort to arbitration, the President of the College and the President of the Chapter must consult with each other before doing so and attempt to resolve the dispute, and, after consultation, give formal notification of the decision to resort to arbitration to all parties involved in the grievance.

All submissions to arbitration must be made within fourteen (14) calendar days after receipt of the written acceptance or rejection by the other party of the ad hoc grievance committee's decision.

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After notification of the submission to arbitration, the Chapter and the College shall attempt to agree upon the arbitrator to be selected. For economic and practical reasons, both the College and the Chapter will attempt to agree on an appropriate person within the State of Colorado to serve as arbitrator. If no such agreement is reached within seven (7) calendar days after the date of the notification of the submission to arbitration, then the Chapter and the College will each prepare a list of three (3) acceptable arbitrators. If any name appears on both lists, this individual will be the arbitrator. If no name appears on both lists, then a copy of the submission for arbitration shall be sent to the Denver office of the Federal Mediation and Conciliation Service and an arbitrator shall be selected from their list. The arbitrator selected shall neither add to, subtract from, modify, or alter the terms or provisions of this Agreement or of the Faculty Handbook. Arbitration shall be confined solely to the application and interpretation of this Agreement or the Faculty Handbook to the precise issue(s) submitted. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted. The decision of the arbitrator shall be final and binding upon the parties and shall immediately be complied with.

The cost of arbitration shall be borne equally by the College and the Chapter. Expenses of witnesses shall be borned by the party who calls them.

A resort of law is permitted to either party to enforce the decision of the arbitrator.

General Provisions

The filing or pendency of any grievance under the provisions of this Article shall not prevent the College from taking the action complained of, subject however, to the final decision on the grievance.

Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits, or such additional period of time as shall be mutually agreed upon in writing, shall permit the grievant to proceed to the next step.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, or such additional period of time as may be mutually agreed upon in writing, shall be deemed to be acceptance of the decision rendered at that step.

Extensions of time will normally be granted for good and sufficient reasons (e.g., illness) by mutual agreement.

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ARTICLE V

Provisions for Contract Revision and Length of Contract

I. This Agreement unless otherwise signified above shall remain in force until the last pay period in August, 1987, unless superseded by another Agreement.

II. Contracts between the College and the Chapter will be agreed to and arranged for by the President of the College and President of Regis College Chapter of the AAUP.

Bargaining between the College and the Chapter will be conducted by no more than three persons authorized by the Executive Committee of the AAUP to bargain for the Chapter and by no more than three persons authorized by the President to bargain for the College. Each party will notify the other party at least one week prior to bargaining of the three persons so authorized.

Memoranda of agreement between the College and the Chapter and amendments to this contract will be signed by the President of the College and by the President of the Regis College Chapter of the AAUP.

III. At any time subsequent to January 15, 1987, either party may give written notice to the other party of its desire to negotiate a new agreement for the following year(s), and meetings between the parties for that purpose shall begin no later than twenty (20) days after delivery of such notification.

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BY: _____ DATE: 1/25/85
Jim L. Riley, Ph.D.
Associate Professor of History/Political Science
and AAUP Chapter Chief Negotiator

BY: _____ DATE: 1/28/85
Jeff Ferrell, Ph.D.
Assistant Professor of Sociology and AAUP Chapter President

REGIS COLLEGE

BY: _____ DATE: _____
Robert E. Kaffer, Ph.D.
Vice President for Administration and Chief Negotiator

BY: _____ DATE: _____
Rev. David M. Clarke, S.J.
President, Regis College

January 28, 1985

Erratum

Page 6, Compensation, number 2 should read as follows:

"Variances from the three (3) credit hour base will be determined on a pro-rata basis."

Robert Kaffer REK
David M. Clarke, S.J. DC

Jim Riley JR
Jeff Ferrell JF

January 31, 1985

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